

Exhibit A

Richard A. Sipos (Bar No. 126982)
Garret D. Murai (Bar No. 215667)
WENDEL, ROSEN, BLACK & DEAN LLP
1111 Broadway, 24th Floor
Post Office Box 2047
Oakland, CA 94607-4036
Telephone: (510) 834-6600
Facsimile: (510) 834-1928
E-mail: rsipos@wendel.com

Attorneys for Plaintiff
RICHARD TRAVERSO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

RICHARD TRAVERSO,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

Defendants.

Case No. C07-3629 MJJ

**SPECIAL INTERROGATORIES, SET
ONE**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

DEMANDING PARTY: **RICHARD TRAVERSO**

RESPONDING PARTY: **CLEAR CHANNEL OUTDOOR, INC.**

SET NUMBER: **ONE**

Pursuant to Federal Rules of Civil Procedure 33, Plaintiff RICHARD TRAVERSO ("Demanding Party") hereby requests that Defendant CLEAR CHANNEL OUTDOOR, INC. ("Responding Party") answer the following interrogatories in writing and under oath within 30 days after service of these interrogatories.

DEFINITIONS

The following definitions apply to this Demand:

A. As used herein, the term "DOCUMENTS" shall include the following:

1 Handwriting, typewriting, printing, photostating, photographing,
2 photocopying, computer runs, electronic data, electronic mail or
3 facsimile transmissions, and every other means of recording upon
4 any tangible thing, any form of communication or representation,
including letters, words, pictures, sounds, or symbols, or
combinations thereof, and any record thereby created, regardless of
the manner in which the record has been stored.

5 Without limitation to the foregoing, the term "DOCUMENTS" shall also include any copy which
6 differs in any respect from the original or other versions of the document, such as copies
7 containing notations, insertions, corrections, marginal notes or other variations. The term shall
8 also include any electronic copy of DOCUMENTS.

9 **B.** As used herein, the singular shall include the plural and vice versa.

10 **C.** As used herein, the word "ANY" includes the words "ALL" and vice versa.

11 **D.** As used herein, "YOU" or "YOUR" shall mean Defendant CLEAR CHANNEL
12 OUTDOOR, INC., including, without limitation, its officers, directors, agents, employees,
13 representatives, accountants, advisors, consultants, experts, investigators, attorneys, independent
14 contractors, or other persons directly or indirectly employed by or connected with any of them or
15 any parent or subsidiary corporations, and any other corporation or business enterprise owned,
16 controlled by, or affiliated with such parent or subsidiary corporation.

17 **E.** As used herein, "INCIDENT" shall mean the facts, circumstances and events
18 surrounding the allegations set forth in that certain complaint removed to and pending in the
19 United States District Court for the Northern District of California, Case No. 07-03629.

20 **F.** As used herein, the words "RELATE(S) TO" shall mean referring to, commentary
21 on, in respect of, about, regarding, discussing, showing, describing, mentioning, reflecting,
22 constituting, evidencing, pertaining to, alluding to, responding to, connected with, consisting of,
23 indicating, or in any way logically or factually connected with the matter discussed to which
24 reference is made.

25 **G.** As used herein, "LEASE" shall mean that certain lease between YOU and
26 Demanding Party including assignments of the lease to YOUR and Demanding Party's
27 predecessors in interest, as amended or modified, for that certain property located at 650-660
28 Bryant Street, San Francisco, California, Assessor's Block 3761, Lot 7.

SPECIAL INTERROGATORY NO. 7:

Identify by beginning to ending date the time period(s) in which YOU have had advertising contracts with third parties for use of the PROPERTY.

SPECIAL INTERROGATORY NO. 8:

State all amounts YOU have received from the third-parties under advertising contracts with YOU for use of the PROPERTY.

SPECIAL INTERROGATORY NO. 9:

If you contend that the LEASE did not terminate on February 28, 2007, state all facts in support of that contention.

Dated: December 18, 2007

WENDEL, ROSEN, BLACK & DEAN LLP

By: 

Richard A. Sipos
Attorneys for Plaintiff
RICHARD TRAVERSO

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

PROOF OF SERVICE

I, Christine M. Estrada, declare:

I am a citizen of the United States and am employed in Alameda County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1111 Broadway, 24th Floor, Oakland, California 94607-4036. On December 18, 2007, I served a copy of the within document(s):

PLAINTIFF RICHARD TRAVERSO'S SPECIAL INTERROGATORIES, SET ONE

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. The facsimile machine I used complied with California Rules of the Court, Rule 2003, and no error was reported by the machine. Pursuant to California Rules of the Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this Proof of Service.

☒ at my business address identified above by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, and by placing the envelope, addressed as set forth below, for deposit in the United States Postal Service that same day in the ordinary course of business. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ by placing the document(s) listed above in a sealed _____ envelope with overnight deliver fees paid or provided for, addressed to the person(s) on whom it is to be served, at the address(es) set forth below, and causing the envelope to be delivered that same date to a _____ courier or driver authorized by the express service carrier to receive documents for delivery.

☐ by personally delivering true and correct copies of the document(s) listed above in a sealed envelope, addressed to the person(s) at the address(es) set forth below, by leaving the envelope, which was clearly labeled to identify the attorney(es) being served, with the receptionist or other person apparently in charge at the address(es) set forth below.

☒ See attached service list

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2007, at Oakland, California.



Christine M. Estrada

Service List

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Phone: (415) 543-8700
Fax: (415) 391-8269

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

Exhibit B

1 Richard A. Sipos (Bar No. 126982)
Garret D. Murai (Bar No. 215667)
2 **WENDEL, ROSEN, BLACK & DEAN LLP**
1111 Broadway, 24th Floor
3 Post Office Box 2047
Oakland, CA 94607-4036
4 Telephone: (510) 834-6600
Facsimile: (510) 834-1928
5 E-mail: rsipos@wendel.com

6 Attorneys for Plaintiff
RICHARD TRAVERSO

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

16 Defendants.
17

Case No. C07-3629 MJJ

**REQUEST FOR PRODUCTION OF
DOCUMENTS, SET ONE**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

18 DEMANDING PARTY: **RICHARD TRAVERSO**

19 RESPONDING PARTY: **CLEAR CHANNEL OUTDOOR, INC.**

20 SET NUMBER: **ONE**

21 Pursuant to Federal Rules of Civil Procedure 34, Plaintiff RICHARD TRAVERSO
22 ("Demanding Party") hereby requests that Defendant CLEAR CHANNEL OUTDOOR, INC.
23 ("Responding Party") produce for inspection and copying the documents described herein.

24 Responding Party is required to serve a written response to this Demand under oath within
25 30 days after service of this Demand.

26 Demanding Party requests that the production of documents set forth in this Demand take
27 place on January 22, 2008 at 10:00 a.m. at the law offices of Wendel, Rosen, Black & Dean LLP,
28 1111 Broadway, 24th Floor, Oakland, California.

DEFINITIONS

The following definitions apply to this Demand:

A. As used herein, the term "DOCUMENTS" shall include the following:

Handwriting, typewriting, printing, photostating, photographing, photocopying, computer runs, electronic data, electronic mail or facsimile transmissions, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.

Without limitation to the foregoing, the term "DOCUMENTS" shall also include any copy which differs in any respect from the original or other versions of the document, such as copies containing notations, insertions, corrections, marginal notes or other variations. The term shall also include any electronic copy of DOCUMENTS.

B. As used herein, the singular shall include the plural and vice versa.

C. As used herein, the word "ANY" includes the words "ALL" and vice versa.

D. As used herein, "YOU" or "YOUR" shall mean Defendant CLEAR CHANNEL OUTDOOR, INC., including, without limitation, its officers, directors, agents, employees, representatives, accountants, advisors, consultants, experts, investigators, attorneys, independent contractors, or other persons directly or indirectly employed by or connected with any of them or any parent or subsidiary corporations, and any other corporation or business enterprise owned, controlled by, or affiliated with such parent or subsidiary corporation. PREDECESSOR'S IN INTEREST

E. As used herein, "INCIDENT" shall mean the facts, circumstances and events surrounding the allegations set forth in that certain complaint removed to and pending in the United States District Court for the Northern District of California, Case No. 07-03629.

F. As used herein, the words "RELATE(S) TO" shall mean referring to, commentary on, in respect of, about, regarding, discussing, showing, describing, mentioning, reflecting, constituting, evidencing, pertaining to, alluding to, responding to, connected with, consisting of, indicating, or in any way logically or factually connected with the matter discussed to which reference is made.

NONPRODUCTION

If any document falling within any of the demands is excluded from production on the grounds of an objection you shall: (1) identify the document to which an objection is being made; and (2) set forth the extent of, and specific ground for the objection. If a document falling within any of the demands is excluded from production on the grounds of privilege, YOU shall, in the written response to this Demand, include a privilege log with a list of the documents withheld from production, identifying each document by date, description of the document, author, recipient(s), and the grounds on which YOU believe the document to be exempt from production.

If at any time YOU relinquished possession, custody or control of any document falling within any demand, or destroyed any document falling within any demand, then YOU shall identify each destroyed document in accordance with the above instructions, and as to existing documents, YOU shall identify the persons who currently have custody, possession or control of them.

REQUEST FOR PRODUCTION OF DOCUMENTS**DEMAND FOR PRODUCTION OF DOCUMENTS NO. 1:**

All DOCUMENTS which RELATE TO the LEASE, its assignment, and each and every amendment or modification thereto.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 2:

All DOCUMENTS which RELATE TO the PROPERTY including, but not limited to, all DOCUMENTS which RELATE TO the construction, permitting, and ownership of the PROPERTY.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 3:

All DOCUMENTS in YOUR lease file(s) for the LEASE.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 4:

All DOCUMENTS which RELATE TO YOUR lease and/or license of billboard signs located along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California including, but not limited to, all DOCUMENTS which reflect amounts YOU are paying and/or charging for such billboard signs from 2000 to present.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 5:

All DOCUMENTS which RELATE TO advertising contracts with YOU for billboard advertising along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California including, but not limited to, all DOCUMENTS which reflect amounts YOU are charging for such billboard advertising from 2000 to present.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 6:

All DOCUMENTS which RELATE TO the assignment of the LEASE to YOU, including, but not limited to, all DOCUMENTS which RELATE TO the assignment of the LEASE to assignees who preceded the assignment of the LEASE to YOU.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 7:

All DOCUMENTS sent by YOU to Demanding Party which RELATE TO the LEASE including, but not limited to, correspondence and agreements which RELATE TO YOUR lease of the PROPERTY, evidence of payments made by YOU to Demanding Party, YOUR objections to Demanding Party's notice of termination of the LEASE and/or YOUR refusal to vacate the PROPERTY.

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 8:

All DOCUMENTS received by YOU from Demanding Party which RELATE TO the LEASE including, but not limited to, correspondence and agreements which RELATE TO YOUR lease of the PROPERTY and Demanding Party's notice of termination of the LEASE.

///

///

///

///

///

///

///

///

///

DEMAND FOR PRODUCTION OF DOCUMENTS NO. 9:

All DOCUMENTS which RELATE TO YOUR lease of advertising space on the PROPERTY to or through advertisers, agencies, brokers, and or other third-parties including, but not limited to, advertising contracts, proposals and responses to proposals, commuted runs and print-outs, correspondence, and agreements which evidence amounts received by YOU from advertisers, agencies, brokers, and/or other third-parties for the lease such advertising space on the PROPERTY.

Dated: December 18, 2007

WENDEL, ROSEN, BLACK & DEAN LLP

By: 

Richard A. Sipos
Attorneys for Plaintiff
RICHARD TRAVERSO

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

PROOF OF SERVICE

I, Christine M. Estrada, declare:

I am a citizen of the United States and am employed in Alameda County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1111 Broadway, 24th Floor, Oakland, California 94607-4036. On December 18, 2007, I served a copy of the within document(s):

**PLAINTIFF RICHARD TRAVERSO'S REQUEST FOR
PRODUCTION OF DOCUMENTS, SET ONE**

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. The facsimile machine I used complied with California Rules of the Court, Rule 2003, and no error was reported by the machine. Pursuant to California Rules of the Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this Proof of Service.
- ☒ at my business address identified above by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, and by placing the envelope, addressed as set forth below, for deposit in the United States Postal Service that same day in the ordinary course of business. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ by placing the document(s) listed above in a sealed _____ envelope with overnight deliver fees paid or provided for, addressed to the person(s) on whom it is to be served, at the address(es) set forth below, and causing the envelope to be delivered that same date to a _____ courier or driver authorized by the express service carrier to receive documents for delivery.
- ☐ by personally delivering true and correct copies of the document(s) listed above in a sealed envelope, addressed to the person(s) at the address(es) set forth below, by leaving the envelope, which was clearly labeled to identify the attorney(es) being served, with the receptionist or other person apparently in charge at the address(es) set forth below.
- ☒ See attached service list
- ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2007, at Oakland, California.

Christine Estrada

Christine M. Estrada

Service List

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Phone: (415) 543-8700
Fax: (415) 391-8269

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4038

Exhibit C

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 Scott D. Baker (SBN 84923)
 Email: sbaker@reedsmith.com
 2 Jonah D. Mitchell (SBN 203511)
 Email: jmittell@reedsmith.com
 3 David S. Reidy (SBN 225904)
 Email: dreidy@reedsmith.com
 4 REED SMITH LLP
 Two Embarcadero Center, Suite 2000
 5 San Francisco, CA 94111-3922

6 **Mailing Address:**
 P.O. Box 7936
 7 San Francisco, CA 94120-7936

8 Telephone: +1 415 543 8700
 Facsimile: +1 415 391 8269

9 Attorneys for Clear Channel Outdoor, Inc.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC., and
 16 DOES 1-10,

17 Defendants.

No.: 07-cv-03629 MJJ

**CLEAR CHANNEL OUTDOOR, INC.'S
 RESPONSES TO RICHARD TRAVERSO'S
 REQUEST FOR PRODUCTION OF
 DOCUMENTS, SET ONE**

Honorable Martin J. Jenkins

18
 19 DEMANDING PARTY: RICHARD TRAVERSO

20 RESPONDING PARTY: CLEAR CHANNEL OUTDOOR, INC.

21 SET NUMBER: ONE

22
 23 Defendant Clear Channel Outdoor, Inc. ("Clear Channel") objects and responds
 24 Plaintiff Richard Traverso's Request for Production of Documents, Set One, as follows:

25 **PRELIMINARY STATEMENT**

26
 27 Clear Channel has not completed its investigation, has not completed discovery in
 28 this action and has not completed its preparation for trial. The responses herein are, therefore, based

1 only upon Clear Channel's knowledge as of the date of these responses and given without prejudice
 2 to Clear Channel's right to produce additional or subsequently discovered documents.

3 4 GENERAL OBJECTIONS

5 The following general objections are expressly incorporated into each of the specific
 6 responses set forth below:

7
 8 1. Clear Channel generally objects to each and every Request to the extent that it
 9 may be construed as calling for information and documents which are subject to a claim of the
 10 attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege,
 11 the business strategies privilege or any other lawful privilege or immunity afforded by the law. Such
 12 documents will not be provided in response hereto, and inadvertent disclosure of the same shall not
 13 be deemed a waiver of any privilege or of protection for work product.

14
 15 2. Clear Channel generally objects to each and every Request to the extent that it
 16 may be construed as calling for information and documents which constitutes trade secrets or other
 17 confidential or proprietary information.

18
 19 3. Clear Channel generally objects to each and every Instruction, Definition and
 20 Request as overly burdensome and oppressive to the extent it attempts to impose obligations upon
 21 Clear Channel to provide documents which: (i) have already been provided or produced to Plaintiff
 22 by any other party; and/or (ii) are equally available to Plaintiff.

23
 24 4. Clear Channel generally objects to the date and time set for the production of
 25 documents and as being burdensome, oppressive and harassing.

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

will produce the lease and any amendments or modifications to the lease at a mutually convenient time, date and location.

DEMAND FOR PRODUCTION NO. 2: All DOCUMENTS which RELATE TO the PROPERTY including, but not limited to, all DOCUMENTS which RELATE TO the construction, permitting, and ownership of the PROPERTY.

RESPONSE TO DEMAND FOR PRODUCTION NO. 2: Clear Channel incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information.

DEMAND FOR PRODUCTION NO. 3: All DOCUMENTS in YOUR lease file(s) for the LEASE.

RESPONSE TO DEMAND FOR PRODUCTION NO. 3: Clear Channel incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this

Request on the grounds that it calls for trade secret, confidential or proprietary information. Subject to and without waiving the foregoing objections, Clear Channel responds as follows: Clear Channel will produce non-privileged, responsive documents at a mutually convenient time, date and location after entry of an appropriate protective order.

DEMAND FOR PRODUCTION NO. 4: All DOCUMENTS which RELATE TO YOUR lease and/or license of billboard signs located along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California including, but not limited to, all DOCUMENTS which reflect amounts YOU are paying and/or charging for such billboard signs from 2000 to present.

RESPONSE TO DEMAND FOR PRODUCTION NO. 4: Clear Channel incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it is overbroad as to time and subject matter. Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information.

DEMAND FOR PRODUCTION NO. 5: All DOCUMENTS which RELATE TO advertising contracts with YOU for billboard advertising along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California including, but not limited to, all DOCUMENTS which reflect amounts YOU are charging for such billboard advertising from 2000 to present.

RESPONSE TO DEMAND FOR PRODUCTION NO. 5: Clear Channel

incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it is overbroad as to time and subject matter. Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information.

DEMAND FOR PRODUCTION NO. 6: All DOCUMENTS which RELATE TO the assignment of the LEASE to YOU, including but not limited to, all DOCUMENTS which RELATE TO the assignment of the LEASE to assignees who preceded the assignment of the LEASE to YOU.

RESPONSE TO DEMAND FOR PRODUCTION NO. 6: Clear Channel

incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information.

1 **DEMAND FOR PRODUCTION NO. 7:** All DOCUMENTS sent by YOU to
2 Demanding Party which RELATE TO the LEASE including, but not limited to, correspondence and
3 agreements which RELATE TO YOUR lease of the PROPERTY, evidence of payments made by
4 YOU to Demanding Party, YOUR objections to Demanding Party's notice of termination of the
5 LEASE and/or YOUR refusal to vacate the PROPERTY.

6 **RESPONSE TO DEMAND FOR PRODUCTION NO. 7:** Clear Channel
7 incorporates its general objections. Clear Channel further objects to this Request as vague,
8 ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous
9 and overly broad as to the term "RELATE TO." Clear Channel further specifically objects to the
10 phrase "YOUR lease of the PROPERTY" and "YOUR refusal to vacate the PROPERTY" as vague,
11 ambiguous, without foundation and unintelligible. Clear Channel further objects to this Request on
12 the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to
13 the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds
14 that it calls for trade secret, confidential or proprietary information. Subject to and without waiving
15 the foregoing objections, Clear Channel responds as follows: Clear Channel will produce non-
16 privileged, responsive documents regarding the lease which Clear Channel sent to Richard Traverso
17 at a mutually convenient time, date and location after entry of an appropriate protective order.

18
19 **DEMAND FOR PRODUCTION NO. 8:** All DOCUMENTS received by YOU
20 from Demanding Party which RELATE TO the LEASE including, but not limited to,
21 correspondence and agreements which RELATE TO YOUR lease of the PROPERTY and
22 Demanding Party's notice of termination of the LEASE.

23 **RESPONSE TO DEMAND FOR PRODUCTION NO. 8:** Clear Channel
24 incorporates its general objections. Clear Channel further objects to this Request as vague,
25 ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous
26 and overly broad as to the term "RELATE TO." Clear Channel further specifically objects to the
27 phrase "YOUR lease of the PROPERTY" vague, ambiguous, without foundation and unintelligible.
28 Clear Channel further objects to this Request on the grounds that it calls for information which is

neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information. Subject to and without waiving the foregoing objections, Clear Channel responds as follows: Clear Channel will produce non-privileged, responsive documents regarding the lease which Clear Channel received from Richard Traverso at a mutually convenient time, date and location.

DEMAND FOR PRODUCTION NO. 9: All DOCUMENTS which RELATE TO YOUR lease of advertising space on the PROPERTY to or through advertisers, agencies, brokers, and or other third-parties including, but not limited to, advertising contracts, proposals and responses to proposals, commuter runs and print-outs, correspondence, and agreements which evidence amounts received by YOU from advertisers, agencies, brokers, and/or other third-parties for the lease such advertising space on the PROPERTY.

RESPONSE TO DEMAND FOR PRODUCTION NO. 9: Clear Channel incorporates its general objections. Clear Channel further objects to this Request as vague, ambiguous and overly broad. Clear Channel specifically objects to the Request as vague, ambiguous and overly broad as to the term "RELATE TO." Clear Channel further objects to this Request on the grounds that it is overbroad as to time and subject matter. Clear Channel further objects to this Request on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Request on the grounds that it calls for information that is protected from discovery by the attorney-client privilege, the work product doctrine, the right to privacy, the joint defense privilege, the business strategies privilege or any other lawful privilege or immunity afforded by the law. Clear Channel further objects to this Request on the grounds that it calls for trade secret, confidential or proprietary information.

1 DATED: January 22, 2008.

2 REED SMITH LLP

3
4 By

5 Jonah D. Mitchell

6 David S. Reidy

7 Attorneys for Defendant Clear Channel Outdoor,
8 Inc.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
REED SMITH LLP
A limited liability partnership formed in the State of Delaware

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111-3922. On January 22, 2008, I served the following document(s) by the method indicated below:

**CLEAR CHANNEL OUTDOOR, INC.'S RESPONSES TO RICHARD TRAVERSO'S
REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**

- ☐ by transmitting via facsimile on this date from fax number +1 415 391 8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.
- ☐ by transmitting via email to the parties at the email addresses listed below:

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Richard A. Sipos, Esq.
2 Garret D. Murai, Esq.
3 **WENDEL, ROSEN, BLACK & DEAN LLP**
4 1111 Broadway, 24th Floor
5 Oakland, CA 94607
6 Facsimile: (510) 834-1928
7 Email: gmurari@wendel.com
8 Email: rsipos@wendel.com

9 I declare under penalty of perjury under the laws of the United States that the above is
10 true and correct. Executed on January 22, 2008, at San Francisco, California.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



D Rothschild

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

Exhibit D

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 Scott D. Baker (SBN 84923)
 Email: sbaker@reedsmith.com
 2 Jonah D. Mitchell (SBN 203511)
 Email: jmitchell@reedsmith.com
 3 David S. Reidy (SBN 225904)
 Email: dreidy@reedsmith.com
 4 REED SMITH LLP
 Two Embarcadero Center, Suite 2000
 5 San Francisco, CA 94111-3922

6 **Mailing Address:**
 P.O. Box 7936
 7 San Francisco, CA 94120-7936

8 Telephone: +1 415 543 8700
 Facsimile: +1 415 391 8269
 9

Attorneys for Clear Channel Outdoor, Inc.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC., and
 16 DOES 1-10,

17 Defendants.

No.: 07-cv-03629 MJJ

**CLEAR CHANNEL OUTDOOR, INC.'S
 RESPONSES TO RICHARD TRAVERSO'S
 SPECIAL INTERROGATORIES, SET ONE**

Honorable Martin J. Jenkins

18
 19 DEMANDING PARTY: RICHARD TRAVERSO

20 RESPONDING PARTY: CLEAR CHANNEL OUTDOOR, INC.

21 SET NUMBER: ONE

22
 23 Defendant Clear Channel Outdoor, Inc. ("Clear Channel") objects and responds
 24 Plaintiff Richard Traverso's First Set of Special Interrogatories as follows:

25 **PRELIMINARY STATEMENT**

26
 27 Clear Channel has not completed its investigation, has not completed discovery in
 28 this action and has not completed its preparation for trial. The responses herein are, therefore, based

only upon Clear Channel's knowledge as of the date of these responses and given without prejudice to Clear Channel's right to produce additional or subsequently discovered documents.

GENERAL OBJECTIONS

The following general objections are expressly incorporated into each of the specific responses set forth below:

1. Clear Channel generally objects to each and every Interrogatory to the extent that it may be construed as calling for information and documents which constitutes trade secrets or other confidential or proprietary information.

2. Clear Channel generally objects to each and every Interrogatory to the extent it seeks to impose obligations beyond those permitted under the Federal Rules of Civil Procedure or this Court's Local Rules.

3. Clear Channel generally objects to each and every Interrogatory to the extent it is vague, ambiguous, overly broad, unduly burdensome and oppressive, and seeks information that is neither relevant nor likely to lead to the discovery of admissible evidence.

SPECIFIC RESPONSES

SPECIAL INTERROGATORY NO. 1: Identify by name, position, address, and telephone number the person(s) most knowledgeable employed by YOU regarding the LEASE and its assignment to YOU.

RESPONSE TO SPECIAL INTERROGATORY NO. 1: Clear Channel incorporates its general objections. Clear Channel further objects to this Interrogatory on the

1 grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the
 2 discovery of admissible evidence. Clear Channel further objects to this Interrogatory on the grounds
 3 that it is vague and ambiguous. Subject to and without waiving the foregoing objections, Clear
 4 Channel responds as follows: William Hooper, President/General Manager, Northern California
 5 Region, Clear Channel. Patrick Powers, Real Estate Manager, Clear Channel. Messrs. Hooper and
 6 Powers may only be contacted through Clear Channel's counsel of record.

7
 8 **SPECIAL INTERROGATORY NO. 2:** Identify by name, position, address, and
 9 telephone number the person(s) most knowledgeable employed by YOU regarding YOUR lease
 10 and/or license of billboard signs located along the Skyway (between The Embarcadero and 3rd
 11 Street along Interstate 80) in San Francisco, California.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:** Clear Channel
 13 incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and
 14 ambiguous. Clear Channel further specifically objects to the phrase "YOUR lease and/or license of
 15 billboard signs" as vague and ambiguous. Clear Channel further objects to this Interrogatory on the
 16 grounds that it is overbroad in that, among other things, there is no limit as to time. Clear Channel
 17 further objects to this Interrogatory on the grounds that it calls for information which is neither
 18 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel
 19 further objects to this Interrogatory to the extent that it calls for trade secret, confidential or
 20 proprietary information. Subject to and without waiving the foregoing objections, Clear Channel
 21 responds as follows: William Hooper, President/General Manager, Northern California Region,
 22 Clear Channel. Patrick Powers, Real Estate Manager, Clear Channel. Messrs. Hooper and Powers
 23 may only be contacted through Clear Channel's counsel of record.

24
 25 **SPECIAL INTERROGATORY NO. 3:** Identify by name, position, address, and
 26 telephone number the person(s) most knowledgeable employed by YOU regarding advertising
 27 contracts with YOU for billboard advertising along the Skyway (between The Embarcadero and 3rd
 28 Street along Interstate 80) in San Francisco, California.

RESPONSE TO SPECIAL INTERROGATORY NO. 3: Clear Channel

incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous. Clear Channel further specifically objects to the phrase "advertising contracts with YOU" as vague, ambiguous and unintelligible. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad in that, among other things, there is no limit as to time. Clear Channel further objects to this Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

SPECIAL INTERROGATORY NO. 4: State all amounts YOU have paid or have

charged under each lease and/or license of billboard signs located along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California from 2000 through present.

RESPONSE TO SPECIAL INTERROGATORY NO. 4: Clear Channel

incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous. Clear Channel further specifically objects to the phrase "YOU have paid or have charged under each lease and/or license of billboard signs" as vague and ambiguous. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad as to, among other things, time. Clear Channel further objects to this Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

SPECIAL INTERROGATORY NO. 5: State all amounts YOU have charged for

billboard advertising along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San Francisco, California from 2000 through present.

RESPONSE TO SPECIAL INTERROGATORY NO. 5: Clear Channel

incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad as to, among other things, time. Clear Channel further objects to this Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

SPECIAL INTERROGATORY NO. 6: Identify by name, address, and telephone

number all third-parties with whom YOU have had an advertising contract for use of the PROPERTY.

RESPONSE TO SPECIAL INTERROGATORY NO. 6: Clear Channel

incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad as to, among other things, time. Clear Channel further objects to this Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

SPECIAL INTERROGATORY NO. 7: Identify by beginning to ending date the

time period(s) in which YOU have had advertising contracts with third parties for use of the PROPERTY.

RESPONSE TO SPECIAL INTERROGATORY NO. 7: Clear Channel

incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad in that, among other things, there is no limit as to time. Clear Channel further objects to this Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably

1 calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this
2 Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

3
4 **SPECIAL INTERROGATORY NO. 8:** State all amounts YOU have received from
5 the third-parties under advertising contracts with YOU for use of the PROPERTY.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:** Clear Channel
7 incorporates its general objections. Clear Channel further objects to this Interrogatory as vague and
8 ambiguous. Clear Channel further objects to this Interrogatory on the grounds that it is overbroad in
9 that, among other things, there is no limit as to time. Clear Channel further objects to this
10 Interrogatory on the grounds that it calls for information which is neither relevant nor reasonably
11 calculated to lead to the discovery of admissible evidence. Clear Channel further objects to this
12 Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.

13
14 **SPECIAL INTERROGATORY NO. 9:** If you contend that the LEASE did not
15 terminate on February 28, 2007, state all facts in support of that contention.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:** Clear Channel
17 incorporates its general objections. Clear Channel further objects to this Interrogatory on the
18 grounds that it calls for a legal conclusion. Subject to and without waiving the foregoing objections,
19 Clear Channel responds as follows: Not applicable.

20
21 DATED: January 22, 2008.

22 REED SMITH LLP

23
24 By 

25 Jonah D. Mitchell
26 David S. Reidy
27 Attorneys for Defendant Clear Channel Outdoor,
28 Inc.

VERIFICATION


I, Patrick Powers, declare:

1. I am a Real Estate Manager for Clear Channel Outdoor, Inc., Defendant in this action, and I am authorized to make this Verification on its behalf.

2. I have read Defendant Clear Channel Outdoor, Inc.'s Responses To Richard Traverso's Special Interrogatories, Set One and know of its contents. I am informed and believe, and on that ground allege, that the matters stated in that document are true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: January 22nd, 2008.


Patrick Powers

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111-3922. On January 22, 2008, I served the following document(s) by the method indicated below:

CLEAR CHANNEL OUTDOOR, INC.'S RESPONSES TO RICHARD TRAVERSO'S SPECIAL INTERROGATORIES, SET ONE

☐ by transmitting via facsimile on this date from fax number +1 415 391 8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing.

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.

☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.

☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

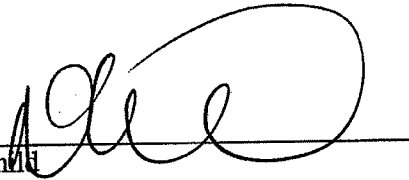
☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.

☐ by transmitting via email to the parties at the email addresses listed below:

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Richard A. Sipos, Esq.
2 Garret D. Murai, Esq.
3 **WENDEL, ROSEN, BLACK & DEAN LLP**
4 1111 Broadway, 24th Floor
5 Oakland, CA 94607
6 Facsimile: (510) 834-1928
7 Email: gmurari@wendel.com
8 Email: rsipos@wendel.com

9 I declare under penalty of perjury under the laws of the United States that the above is
10 true and correct. Executed on January 22, 2008, at San Francisco, California.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

D Rothschild

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

Exhibit E

1 Richard A. Sipos (Bar No. 126982)
Garret D. Murai (Bar No. 215667)
2 **WENDEL, ROSEN, BLACK & DEAN LLP**
1111 Broadway, 24th Floor
3 Post Office Box 2047
Oakland, CA 94607-4036
4 Telephone: (510) 834-6600
Facsimile: (510) 834-1928
5 E-mail: rsipos@wendel.com

6 Attorneys for Plaintiff
RICHARD TRAVERSO

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11
12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

16 Defendants.
17

Case No. C07-3629 MJJ

**NOTICE OF DEPOSITION OF WILLIAM
HOOPER**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

NOTICE OF DEPOSITION OF WILLIAM HOOPER –
Case No. C07-3629 MJJ

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Plaintiff RICHARD TRAVERSO will take the deposition
3 of William Hooper on January 31, 2008 at 9:00 a.m. at Wendel, Rosen, Black & Dean LLP
4 located at 1111 Broadway, 24th Floor, Oakland, California, Telephone: (510) 834-6600. The
5 deposition shall be taken under oath and recorded stenographically by a certified shorthand
6 reporter and videotaped by a certified videographer and shall continue from day to day, Sundays
7 and holidays excluded, until completed and adjourned.

8 Dated: January 12, 2008

WENDEL, ROSEN, BLACK & DEAN LLP

By:  For

Richard A. Sipos
Attorneys for Plaintiff
RICHARD TRAVERSO

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4038

PROOF OF SERVICE

I, Christine M. Estrada, declare:

I am a citizen of the United States and am employed in Alameda County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1111 Broadway, 24th Floor, Oakland, California 94607-4036. On January 29, 2008, I served a copy of the within document(s):

NOTICE OF DEPOSITION OF WILLIAM HOOPER

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. The facsimile machine I used complied with California Rules of the Court, Rule 2003, and no error was reported by the machine. Pursuant to California Rules of the Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this Proof of Service.

☐ at my business address identified above by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, and by placing the envelope, addressed as set forth below, for deposit in the United States Postal Service that same day in the ordinary course of business. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

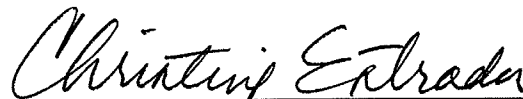
☐ by placing the document(s) listed above in a sealed _____ envelope with overnight deliver fees paid or provided for, addressed to the person(s) on whom it is to be served, at the address(es) set forth below, and causing the envelope to be delivered that same date to a _____ courier or driver authorized by the express service carrier to receive documents for delivery.

☒ by causing personal hand delivery of true and correct copies of the document(s) listed above by delivering said copies to **A&A Legal Services** for personal hand delivery, in a sealed envelope, addressed to the person(s) at the address(es) set forth below, by leaving the envelope, which was clearly labeled to identify the attorney(es) being served, with the receptionist or other person apparently in charge at the address(es) set forth below.

☒ See attached service list

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 29, 2008, at Oakland, California.



Christine M. Estrada

Service List

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Phone: (415) 543-8700
Fax: (415) 391-8269

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4038

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

1 Richard A. Sipos (Bar No. 126982)
Garret D. Murai (Bar No. 215667)
2 **WENDEL, ROSEN, BLACK & DEAN LLP**
1111 Broadway, 24th Floor
3 Post Office Box 2047
Oakland, CA 94607-4036
4 Telephone: (510) 834-6600
Facsimile: (510) 834-1928
5 E-mail: rsipos@wendel.com

6 Attorneys for Plaintiff
RICHARD TRAVERSO

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11
12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC.; and
DOES 1 through 10, inclusive,

16 Defendants.
17

Case No. C07-3629 MJJ

**NOTICE OF DEPOSITION OF PATRICK
POWERS**

Action Removed: July 13, 2007
Trial Date: April 7, 2008

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Plaintiff RICHARD TRAVERSO will take the deposition
3 of Patrick Powers on January 31, 2008 at 1:00 p.m. at Wendel, Rosen, Black & Dean LLP located
4 at 1111 Broadway, 24th Floor, Oakland, California, Telephone: (510) 834-6600. The deposition
5 shall be taken under oath and recorded stenographically by a certified shorthand reporter and
6 videotaped by a certified videographer and shall continue from day to day, Sundays and holidays
7 excluded, until completed and adjourned.

8 Dated: January 17, 2008

WENDEL ROSEN, BLACK & DEAN LLP

By: 

Richard A. Sipos
Attorneys for Plaintiff
RICHARD TRAVERSO

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

PROOF OF SERVICE

I, Christine M. Estrada, declare:

I am a citizen of the United States and am employed in Alameda County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 1111 Broadway, 24th Floor, Oakland, California 94607-4036. On January 29, 2008, I served a copy of the within document(s):

NOTICE OF DEPOSITION OF PATRICK POWERS

☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m. The facsimile machine I used complied with California Rules of the Court, Rule 2003, and no error was reported by the machine. Pursuant to California Rules of the Court, Rule 2006(d), I caused the machine to print a transmission record of the transmission, a copy of which is attached to this Proof of Service.

☐ at my business address identified above by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, and by placing the envelope, addressed as set forth below, for deposit in the United States Postal Service that same day in the ordinary course of business. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

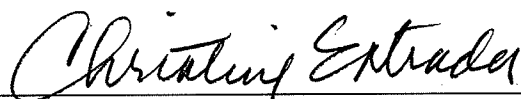
☐ by placing the document(s) listed above in a sealed _____ envelope with overnight deliver fees paid or provided for, addressed to the person(s) on whom it is to be served, at the address(es) set forth below, and causing the envelope to be delivered that same date to a _____ courier or driver authorized by the express service carrier to receive documents for delivery.

☒ by causing personal hand delivery of true and correct copies of the document(s) listed above by delivering said copies to **A&A Legal Services** for personal hand delivery, in a sealed envelope, addressed to the person(s) at the address(es) set forth below, by leaving the envelope, which was clearly labeled to identify the attorney(es) being served, with the receptionist or other person apparently in charge at the address(es) set forth below.

☒ See attached service list

☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 29, 2008, at Oakland, California.



Christine M. Estrada

Service List

Scott D. Baker, Esq.
Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111
Phone: (415) 543-8700
Fax: (415) 391-8269

Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607-4036

Exhibit F

ReedSmith

David S. Reidy
Direct Phone: 415.659.5924
Email: dreidy@reedsmith.com

Reed Smith LLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111-3922
415.543.8700
Fax 415.391.8289

January 30, 2008

VIA FACSIMILE (510) 834-1928

Mr. Garret D. Murai
Wendel Rosen Black & Dean
1111 Broadway, 24th Floor
Oakland, CA 94607

Re: Traverso v. Clear Channel Outdoor, Inc., et al, U.S.D.C. C-07-3629 MJJ

Dear Mr. Murai:

Late yesterday afternoon, we received Plaintiff's notices purporting to set the depositions of Clear Channel employees Patrick Powers and William Hooper for January 31, 2008 – just two days later. The notices are insufficient as a matter of law and neither Mr. Powers nor Mr. Hooper has an obligation to appear. We will not produce these witnesses.

As you know, Rule 30(b)(1) of the Federal Rules of Civil Procedure (FRCP) requires "reasonable notice in writing" of a deposition; moreover, Northern District of California Local Rule 30-1 requires the parties to meet and confer to choose dates for depositions prior to serving notices. Plaintiff's attempt to do all this, just *two days* before the January 31, 2008 discovery cutoff, is patently unreasonable. See *U.S. v. Philip Morris Inc.*, 312 F. Supp. 2d 27, 36 (D.D.C., 2004) (3 days not "reasonable" notice for deposition). Moreover, any attempt to notice the depositions after January 31, 2008, would clearly violate the Court's Pretrial Order issued pursuant to FRCP 16(b). See N.D. Cal., L.R. 26-2.

Plaintiff's unreasonableness is even more stark given the history of this case and how long Plaintiff has had to notice Mr. Powers and Mr. Hooper's depositions if so desired. On October 9, 2007, Clear Channel made its initial disclosures in this action, in which it identified Mr. Hooper and Mr. Powers as possible witnesses.¹ In other words, Plaintiff had *three and a half months* to notice their depositions, but chose not to. Plaintiff was also on notice of the discovery cutoff in this case since entry of the Pretrial Order in this action on November 8, 2007 – over *two months ago*.

¹ Incidentally, Plaintiff only produced its Initial Disclosures on December 18, 2007, over a month late.

ReedSmith

Mr. Garret D. Murai
January 30, 2008
Page 2

Moreover, on January 18, our office wrote you advising that we intended to notice the deposition of Mr. Traverso and attempting to confer regarding dates for his deposition. Although you indicated you would get back to us, you never did. As a result, later that day, our office timely served a notice of deposition for Mr. Traverso which set January 31 as the date for his deposition. At no point did you request any depositions from Clear Channel.

Last Thursday, January 24, you sent a letter claiming that Mr. Traverso was unavailable for deposition on January 31 and that lead counsel for Mr. Traverso was also unavailable on that day. You also indicated that you had asked Mr. Traverso for alternative dates and that you would get back to us with those dates. Again, however, you made no mention of any desire to take any depositions of Clear Channel witnesses.

On Monday, January 28, you called our office requesting an extension to respond to Clear Channel's first set of document requests and first set of interrogatories. Again, you made no mention of any desire to take any depositions of Clear Channel witnesses.

Meanwhile, we have attempted to accommodate you and Mr. Traverso in scheduling his deposition and granting your request for additional time for Mr. Traverso's responses to Clear Channel's discovery. Indeed, we agreed to re-schedule Mr. Traverso's deposition (1) on the condition that we would be allowed to use the deposition even though it would take place outside the discovery cutoff and (2) provided that he was made available on February 4 or 5, or that you agreed to extend the deadlines pertaining to expert reports and the like. Given the time constraints, we asked that you respond by January 29. Although you confirmed your agreement that we could use Mr. Traverso's deposition for all purposes (i.e., as though it occurred before the discovery cut-off), you failed to respond regarding alternative dates for Mr. Traverso as we had requested and as you had promised when you first asked to re-schedule. Moreover, on two separate occasions yesterday, you indicated you would soon have new dates to propose, and yet you still have not confirmed an alternative date.

Instead, you served deposition notices for Mr. Powers and Mr. Hooper, purporting to notice their depositions, just two days later – January 31 – amazingly, the same day you had previously told us your office was unavailable for Mr. Traverso's deposition due to counsel and witness unavailability. In sum, (1) there is no excuse for your delay and (2) your "eleventh-hour" attempt to notice the depositions of Mr. Powers and Mr. Hooper for a day on which your office has indicated it was not available – while refusing to respond to our request for alternative dates for Mr. Traverso – smacks of bad faith.

As noted above, Mr. Powers and Mr. Hooper will not be made available for deposition on January 31 or at any other time because they were not properly noticed before the discovery cutoff.

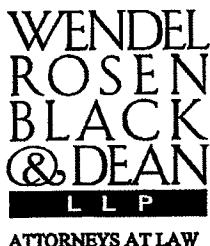
Finally, nearly a week has passed since you told us Mr. Traverso was unavailable for deposition and promised to provide alternative dates, but we still do not have any dates despite our follow-up requests. In addition, you have refused to extend the deadlines for initial expert reports, due on February 8, and related dates. As a result, we intend to go forward with Mr. Traverso's deposition on February 5 and will record his non-appearance and seek all appropriate remedies if he does not appear. We enclose an Amended Notice of Deposition herewith. We expect Mr. Traverso's documents no later than the close of business on Thursday, January 31 in order to allow us sufficient time to prepare.

Sincerely,


David S. Reidy

cc: Jonah Mitchell, Esq.

Exhibit G



1111 Broadway, 24th Floor
Oakland, CA 94607-4036

Post Office Box 2047
Oakland, CA 94604-2047

Telephone: (510) 834-6600
Fax: (510) 834-1928
gmurai@wendel.com

January 30, 2008

**VIA FACSIMILE AND FIRST
CLASS MAIL/(415) 391-8269**

David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*

Dear Mr. Reidy:

This letter is in response to yours of today's date. We disagree with your contention that the deposition notices for Messrs. Hooper and Powers are insufficient as a matter of law and demand that you withdraw your objections to their deposition notices.

The deposition notices were sent in compliance with Federal Rules of Civil Procedure 30(b)(1) and Local Rule 30-1. Messrs. Hooper and Powers' deposition notices were served following a meet and confer and set within the time to complete discovery. Moreover, as indicated in my letter to you yesterday, if Messrs. Hooper and/or Powers are unavailable on the date set for their depositions we are willing to work cooperatively with you in rescheduling their depositions.

Moreover, Messrs. Hooper and Powers were disclosed in Clear Channel Outdoor, Inc.'s ("Clear Channel") responses to special interrogatories as the persons most knowledgeable on the issue of comparable billboard leases and licenses of Clear Channel. This information was not contained in your initial disclosures which only disclosed Messrs. Hooper and Powers as having "[i]nformation concerning [the] lease and general business relationship with plaintiff Richard Traverso." Thus, your contention that Messrs. Hooper and Powers were disclosed in your initial disclosures, and that our client had sufficient time to depose them earlier, is irrelevant. As you know, evidence of comparables will be a key issue at trial, and if Messrs. Hooper and Powers have information on comparables we will need to depose them.

Finally, Clear Channel's responses to special interrogatories were only received this past week on January 24, 2008. Messrs. Hooper and Powers' deposition notices were served *three* business days later. Presumably, Clear Channel would have objected to Messrs. Hooper and

David S. Reidy, Esq.
January 30, 2008
Page 2

WENDEL, ROSEN, BLACK & DEAN LLP

Powers' deposition notices even if they were served two or even one business day later. The absurdity of this argument is that Clear Channel itself unilaterally set Mr. Traverso's deposition only seven business days before his deposition. As you know, this action has been set on an expedited schedule and, as such, deposition notices will by necessity be set on shortened notice.

Meanwhile, Clear Channel has produced no documents in response to any of our requests for production of documents although those documents were due on January 22, 2008. Further compounding this, is your refusal to meet and confer on Clear Channel's discovery responses until you have received our client's discovery responses. This is clearly inappropriate.

Although we have many disagreements, it is my hope that we can resolve these differences so that we do not have to involve the court in unnecessary motion practice. I suggest that we agree on a mutual date for production of documents with depositions of Messrs. Traverso, Hooper, and Powers, not necessarily in that order, following. Please let me know if you are amenable to this.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLP

By: 

Garret D. Murai

GDM:cme

Exhibit H

Garret D. Murai

From: Reidy, David S. [DReidy@ReedSmith.com]
Sent: Wednesday, January 30, 2008 5:25 PM
To: Garret D. Murai
Cc: Mitchell, Jonah
Subject: Traverso v. Clear Channel

Garret,

We respond here to your letter of today's date.

First, so that the record is clear, I never stated that Plaintiff could take the depositions of Mr. Hooper and Mr. Powers. At the end of our telephone discussion yesterday, January 29, you mentioned *for the first time* that you wanted to notice their depositions. I told you that the notices would not be timely because the discovery cutoff was two days away. You argued that Plaintiff should be allowed take the depositions, and I told you that for that to happen, Clear Channel would have to agree to allow the depositions after the discovery cutoff. I expressly told you that I did not think the client would agree to that, that it was a new issue sprung upon me without notice, and that we would have to consider it and get back to you; I also clearly stated that the answer would probably be no. To characterize this exchange as a meet and confer is disingenuous at best. We trust that this will end your efforts to try to depose Mr. Hooper and Mr. Powers.

As to the other matters, Plaintiff's written discovery responses are due today, pursuant to an extension we granted at your request; Plaintiff's documents are due tomorrow. Depending upon how the responses and documents are served, we expect to receive them by the end of this week. At that time, we will be happy to schedule a meet and confer discussion to address any deficiencies in those responses, as well as any concerns you might have regarding Clear Channel's responses. In the meantime, if you wish to outline your concerns about Clear Channel's responses in a meet and confer letter to us, we invite you to do that.

Finally, your letter makes references to Clear Channel's documents. Per my email sent earlier, the documents were already on their way to your office before I received your latest letter. In sum, Clear Channel has responded to written discovery and produced documents; we trust Plaintiff will do the same.

Regards,

David S. Reidy, Esq.
Reed SmithLLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111
415.659.5933 Direct
415.391.8269 Fax
dreidy@reedsmith.com

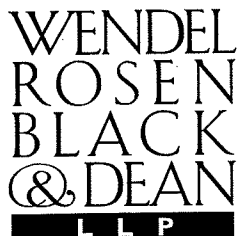
This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

2/6/2008

To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Disclaimer Version RS.US.1.01.03
pdc1

Exhibit I



ATTORNEYS AT LAW

1111 Broadway, 24th Floor
Oakland, CA 94607-4036

Post Office Box 2047
Oakland, CA 94604-2047

Telephone: (510) 834-6600
Fax: (510) 834-1928
gmurai@wendel.com

February 1, 2008

**VIA FACSIMILE AND FIRST
CLASS MAIL/(415) 391-8269**

Jonah D. Mitchell, Esq.
David S. Reidy, Esq.
REED SMITH LLP
Two Embarcadero Center, Suite 2000
San Francisco, CA 94111

Re: *Traverso v. Clear Channel Outdoor, Inc., et al.*

Dear Counsel:

This letter is in response to Mr. Reidy's emails of January 30, 2008. This letter is addressed to both of you because it is my understanding that Mr. Reidy is out of the office today.

First, regarding the depositions of Messrs. Hooper and Powers, your position that Clear Channel Outdoor, Inc. ("Clear Channel") did not *agree* to have their depositions taken on January 31, 2008, and that since any date after January 31, 2008 would fall beyond the non-expert discovery deadline, that their deposition notices were not timely, misstates the law. There is no requirement that we obtain your client's approval before setting their deposition. All that is required is that we meet and confer under Local Rule 30-1 and provide notice under Federal Rules of Civil Procedure 30(1). We have done that.

Moreover, your office set the deposition of Mr. Traverso in the same manner of which you complain. Jonah Mitchell of your office sent me an email asking for available dates for Mr. Traverso. I replied to Mr. Mitchell's email and said that I would provide available dates. That same day, your office unilaterally sent our office a deposition notice for Mr. Traverso set for January 31, 2008. I later sent a letter to Mr. Mitchell explaining that Mr. Traverso was not available on January 31, 2008. If we were to take the same position as you, we could also argue that since Mr. Traverso was not available on January 31, 2008, and because any date after January 31, 2008 would have fallen beyond the non-expert discovery deadline, that *your* deposition notice was not timely. We did not because your deposition notice, like our deposition notices, were in fact timely.

David S. Reidy, Esq.

February 1, 2008

Page 2

Once again, we ask that you withdraw your objections to the deposition notices for Messrs. Hooper and Powers. If we do not receive your written withdrawal of your objections, please consider this letter our meet and confer effort, and we will proceed with filing a motion to compel their attendance at deposition. Also, Mr. Traverso is not available on the date noticed in your amended deposition notice, however, he is available for deposition on February 6, 2008.

Second, pursuant to our agreement, we served our client's response to your Request for Production of Documents and Special Interrogatories. You should have received them by now. We also received documents from your office in response to our discovery. However, given the many objections you have raised in your discovery responses, which you have to date refused to meet and confer on, it is unclear what discovery responses these documents are in response to. From my review of the documents, it appears that they are in response to Request for Production of Documents Nos. 1, 3, and 7-8, only. Please confirm.

Finally, we have received your proposed protective order. There are a few issues that need to be addressed in the order. The protective order should apply, not only to documents and testimony, but also discovery responses. Additionally, confidential information should be allowed to be viewed by parties to the case. Finally, we do not believe that it should be required that parties first make a written request to the disclosing party before allowing confidential information to be viewed by experts since most if not all confidential information in this case will need to be viewed by the experts for them to render their opinions. Please also confirm whether a protective order will remedy your objections to Request for Production of Documents Nos. 2, 4-6, and 9 and Special Interrogatory Nos. 3-8.

We would like to get a protective order in place as soon as possible so please let me know if the foregoing changes are acceptable.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLPBy: 

Garret D. Murai

GDM:cme

Exhibit J

Garret D. Murai

From: Reidy, David S. [DReidy@ReedSmith.com]
Sent: Wednesday, February 06, 2008 10:29 AM
To: Garret D. Murai
Cc: Mitchell, Jonah
Subject: RE: Traverso / Clear Channel - Discovery Issues

Garret,

Clear Channel has produced documents in response to Plaintiff's RFP Nos. 1, 3, 6, 7 and 8: you have our entire lease file.

As to Plaintiff's RFP No. 2, actually you agreed to get back to me to explain what exactly you were looking for. In any event, we have located a permit for the sign and will producing it today. Unless I hear otherwise, I will presume that satisfies our obligation under RFP No. 2. I agree with the rest of your comments regarding our responses to RFP Nos. 4, 5 and 9.

I also agree with your comments regarding our supplemental responses to Interrogatories 3 - 5, and 8. With regard to No. 9, we will not supplement the response to draw any inferences from our position on that contention, or the implications on Plaintiff's burden at trial, etc. We will simply confirm that we are not making the contention described in the Interrogatory, that is all. Finally, I agreed to get you the supplemental responses tomorrow. The noon deadline was not part of our agreement, but I will do my best to get them to you as early as possible.

We received your documents - thank you. Mr. McMonigle will receive ours by hand today, and we will mail you a copy also.

Thanks,

David S. Reidy

T: 415.659.5933 | F: 415.391.8269 | dreidy@reedsmith.com | Reed Smith LLP

From: Garret D. Murai [mailto:GMurai@wendel.com]
Sent: Tuesday, February 05, 2008 4:00 PM
To: Reidy, David S.
Cc: Mitchell, Jonah
Subject: RE: Traverso / Clear Channel - Discovery Issues

David:

So that we're on the same page, with respect to Clear Channel's production of documents, Clear Channel will produce documents in response to RFD Nos. 2 (to the extent that there are any further responsive documents that have not already been produced), 4, 5, and 9 (with the exception of advertising contracts). This also confirms that the documents produced earlier by Clear Channel are in response to RFD Nos. 1, 3, 6, and 7.

With respect to Clear Channel's responses to special interrogatories, Clear Channel will serve supplemental responses to SPROG Nos. 3, 4, 5, 8, and 9. Your email doesn't indicate that Clear Channel will serve supplemental responses to SPROG No. 5. My notes indicate that you said you would. Please confirm. Also, with respect to SPROG No. 9, this confirms Clear Channel will supplement its responses to indicate that it is not contending that the lease at issue did not terminate as of February 28, 2007 and that the only remaining issue is damages.

2/6/2008

The documents being produced by Mr. Traverso are being hand delivered today. You may have already received them. Please also let me know if you will accept service of Mr. Traverso's supplemental responses to your interrogatories by email. We will accept Clear Channel's supplemental responses to our interrogatories by email or fax. However, please confirm that you will serve Clear Channel's supplemental responses to our interrogatories no later than 12:00 p.m. on Thursday. If not, I will need an extension to file a motion to compel further responses. Also, please hand-deliver Clear Channel's documents to Mr. McMonigle at the deposition tomorrow.

GDM

Garret D. Murai
WENDEL, ROSEN, BLACK & DEAN LLP
1111 Broadway, 24th Floor
Oakland, California 94607
Telephone: (510) 834-6600
Facsimile: (510) 808-4713 (direct)
E-mail: gmurai@wendel.com

-----Original Message-----

From: Reidy, David S. [<mailto:DReidy@ReedSmith.com>]
Sent: Tuesday, February 05, 2008 3:18 PM
To: Garret D. Murai
Cc: Mitchell, Jonah
Subject: Traverso / Clear Channel - Discovery Issues

Garret,

As we discussed, we will produce all documents in our possession which are responsive to Traverso's document requests and were being withheld pending an agreement on the protective order. We will hand-deliver the documents to counsel defending Mr. Traverso's deposition tomorrow, unless you want them sent directly to you. Please let me know your preference. I will also provide you with supplemental responses to Plaintiff's Special Interrogatories 3, 4, 8 and 9 on Thursday. Please let me know if you will agree to accept service of the supplemental responses by fax or email. Let me know if this is not consistent with your understanding of our discussion.

This will also confirm that you, or your co-counsel will produce by hand delivery today all documents responsive to Clear Channel's document requests, including documents that were being withheld pending an agreement on the protective order and documents relied upon in estimating fair rental value.

Finally, we will not be producing our expert for deposition on Monday, February 11, 2008. We will serve objections to the deposition notice tomorrow.

Thanks,

David S. Reidy, Esq.
Reed SmithLLP
Two Embarcadero Center
Suite 2000
San Francisco, CA 94111
415.659.5933 Direct
415.391.8269 Fax
dreidy@reedsmith.com

2/6/2008

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

* * *

To ensure compliance with Treasury Department regulations, we inform you that, unless otherwise indicated in writing, any U.S. Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or applicable state and local provisions or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein.

Disclaimer Version RS.US.1.01.03
pdc1

This e-mail message is confidential, is intended only for the named recipient(s) above, and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you have received this message in error, or are not a named recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this message in error, please immediately notify the sender by return e-mail and delete this e-mail message from your computer. Thank you.

I RS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties that may be imposed under the U.S. Internal Revenue Code.

Exhibit K

1 Scott D. Baker (SBN 84923)
 Email: sbaker@reedsmith.com
 2 Jonah D. Mitchell (SBN 203511)
 Email: jtmitchell@reedsmith.com
 3 David S. Reidy (SBN 225904)
 Email: dreidy@reedsmith.com
 4 REED SMITH LLP
 Two Embarcadero Center, Suite 2000
 5 San Francisco, CA 94111-3922

6 **Mailing Address:**
 P.O. Box 7936
 7 San Francisco, CA 94120-7936

8 Telephone: +1 415 543 8700
 Facsimile: +1 415 391 8269

9 Attorneys for Clear Channel Outdoor, Inc.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 RICHARD TRAVERSO,

13 Plaintiff,

14 vs.

15 CLEAR CHANNEL OUTDOOR, INC., and
 16 DOES 1-10,

17 Defendants.

No.: 07-cv-03629 MJJ

**CLEAR CHANNEL OUTDOOR, INC.'S
 SUPPLEMENTAL RESPONSES TO
 RICHARD TRAVERSO'S SPECIAL
 INTERROGATORIES, SET ONE**

Honorable Martin J. Jenkins

18
 19 DEMANDING PARTY: RICHARD TRAVERSO

20 RESPONDING PARTY: CLEAR CHANNEL OUTDOOR, INC.

21 SET NUMBER: ONE

22
 23 Defendant Clear Channel Outdoor, Inc. ("Clear Channel") hereby supplements its responses
 24 to certain of Plaintiff Richard Traverso's First Set of Special Interrogatories as follows:

25 **PRELIMINARY STATEMENT**

26 Clear Channel has not completed its investigation, has not completed discovery in this action
 27 and has not completed its preparation for trial. The responses herein are, therefore, based only upon
 28

1 Clear Channel's knowledge as of the date of these responses and given without prejudice to Clear
2 Channel's right to produce additional or subsequently discovered documents.

3 **GENERAL OBJECTIONS**

4 The following general objections are expressly incorporated into each of the specific
5 responses set forth below:

6 1. Clear Channel generally objects to each and every Interrogatory to the extent that it
7 may be construed as calling for information and documents which constitutes trade secrets or other
8 confidential or proprietary information.

9 2. Clear Channel generally objects to each and every Interrogatory to the extent it seeks
10 to impose obligations beyond those permitted under the Federal Rules of Civil Procedure or this
11 Court's Local Rules.

12 3. Clear Channel generally objects to each and every Interrogatory to the extent it is
13 vague, ambiguous, overly broad, unduly burdensome and oppressive, and seeks information that is
14 neither relevant nor likely to lead to the discovery of admissible evidence.

15 **SPECIFIC RESPONSES**

16 **SPECIAL INTERROGATORY NO. 1:** Identify by name, position, address, and telephone
17 number the person(s) most knowledgeable employed by YOU regarding advertising contracts with
18 YOU for billboard advertising along the Skyway (between The Embarcadero and 3rd Street along
19 Interstate 80) in San Francisco, California.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:** Clear Channel incorporates its
21 general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous.
22 Clear Channel further specifically objects to the phrase "advertising contracts with YOU" as vague,
23 ambiguous and unintelligible. Clear Channel further objects to this Interrogatory on the grounds that
24 it is overbroad in that, among other things, there is no limit as to time. Clear Channel further objects
25 to this Interrogatory on the grounds that it calls for information which is neither relevant nor
26 reasonably calculated to lead to the discovery of admissible evidence. Clear Channel further objects
27 to this Interrogatory to the extent that it calls for trade secret, confidential or proprietary information.
28

1 Without waiving the rights reserved in its Preliminary Statement and subject to the foregoing
2 objections, Clear Channel responds as follows:

3 William Hooper.

4 **SPECIAL INTERROGATORY NO. 2:** State all amounts YOU have paid or have charged
5 under each lease and/or license of billboard signs located along the Skyway (between The
6 Embarcadero and 3rd Street along Interstate 80) in San Francisco, California from 2000 through
7 present.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:** Clear Channel incorporates its
9 general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous.
10 Clear Channel further specifically objects to the phrase "YOU have paid or have charged under each
11 lease and/or license of billboard signs" as vague and ambiguous. Clear Channel further objects to
12 this Interrogatory on the grounds that it is overbroad as to, among other things, time. Clear Channel
13 further objects to this Interrogatory on the grounds that it calls for information which is neither
14 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Clear Channel
15 further objects to this Interrogatory to the extent that it calls for trade secret, confidential or
16 proprietary information. Without waiving the rights reserved in its Preliminary Statement and
17 subject to the foregoing objections, Clear Channel responds as follows:

18 Clear Channel refers to and incorporates herein by reference documents 232-312
19 (Confidential Attorneys' Eyes Only), produced by Clear Channel in this action on February 6, 2008.

20 **SPECIAL INTERROGATORY NO. 3:** State all amounts YOU have charged for billboard
21 advertising along the Skyway (between The Embarcadero and 3rd Street along Interstate 80) in San
22 Francisco, California from 2000 through present.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:** Clear Channel incorporates its
24 general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous.
25 Clear Channel further objects to this Interrogatory on the grounds that it is overbroad as to, among
26 other things, time. Clear Channel further objects to this Interrogatory on the grounds that it calls for
27 information which is neither relevant nor reasonably calculated to lead to the discovery of admissible
28 evidence. Clear Channel further objects to this Interrogatory to the extent that it calls for trade

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 secret, confidential or proprietary information. Without waiving the rights reserved in its
2 Preliminary Statement and subject to the foregoing objections, Clear Channel responds as follows:

3 Clear Channel refers to and incorporates herein by reference documents 219-231
4 (Confidential Attorneys' Eyes Only), produced by Clear Channel in this action on February 6, 2008.

5 **SPECIAL INTERROGATORY NO. 4:** State all amounts YOU have received from the
6 third-parties under advertising contracts with YOU for use of the PROPERTY.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:** Clear Channel incorporates its
8 general objections. Clear Channel further objects to this Interrogatory as vague and ambiguous.
9 Clear Channel further objects to this Interrogatory on the grounds that it is overbroad in that, among
10 other things, there is no limit as to time. Clear Channel further objects to this Interrogatory on the
11 grounds that it calls for information which is neither relevant nor reasonably calculated to lead to the
12 discovery of admissible evidence. Clear Channel further objects to this Interrogatory to the extent
13 that it calls for trade secret, confidential or proprietary information. Without waiving the rights
14 reserved in its Preliminary Statement, Clear Channel responds as follows:

15 Clear Channel refers to and incorporates herein by reference documents 217-218
16 (Confidential Attorneys' Eyes Only), produced by Clear Channel in this action on February 6, 2008.

17 **SPECIAL INTERROGATORY NO. 5:** If you contend that the LEASE did not terminate
18 on February 28, 2007, state all facts in support of that contention.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:** Subject to and without waiving
20 its general objections, Clear Channel responds as follows:

21 Clear Channel does not contend that the LEASE did not terminate on February 28, 2007.

22
23 DATED: February 7, 2008.

24 REED SMITH LLP

25
26 By 

27 David S. Reidy
28 Attorneys for Defendant
Clear Channel Outdoor, Inc.

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

VERIFICATION

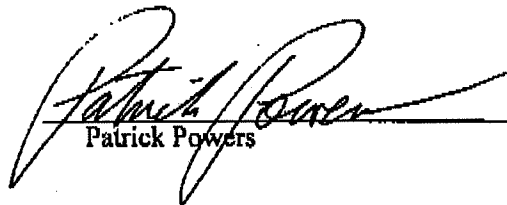
I, Patrick Powers, declare:

1. I am a Real Estate Manager for Clear Channel Outdoor, Inc., Defendant in this action, and I am authorized to make this Verification on its behalf.

2. I have read Defendant Clear Channel Outdoor, Inc.'s Supplemental Responses To Richard Traverso's Special Interrogatories, Set One and know of its contents. I am informed and believe, and on that ground allege, that the matters stated in that document are true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED: February 7, 2008.


Patrick Powers

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, Two Embarcadero Center, Suite 2000, San Francisco, CA 94111-3922. On February 7, 2008, I served the following document(s) by the method indicated below:

"CLEAR CHANNEL OUTDOOR, INC.'S SUPPLEMENTAL RESPONSES TO RICHARD TRAVERSO'S SPECIAL INTERROGATORIES, SET ONE"

☒ by transmitting via facsimile on this date from fax number +1 415 391 8269 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 PM and was reported complete and without error. The transmission report, which is attached to this proof of service, was properly issued by the transmitting fax machine. Service by fax was made by agreement of the parties, confirmed in writing. ["Garret D. Murai ONLY"]

☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration. ["Joseph P. McMonigle ONLY"]

☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.

☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.

☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service.

☐ by transmitting via email to the parties at the email addresses listed below:

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 Richard A. Sipos, Esq.
2 Garret D. Murai, Esq.
3 **WENDEL, ROSEN, BLACK & DEAN LLP**
4 1111 Broadway, 24th Floor
5 Oakland, CA 94607
6 Facsimile: (510) 834-1928
7 Email: gmurari@wendel.com
8 Email: rsipos@wendel.com
9 {"VIA FACSIMILE"}

6 Joseph P. McMonigle, Esq.
7 **LONG & LEVITT**
8 465 California Street, 5th Floor
9 San Francisco, CA 94104
10 Facsimile: (415) 397-6392
11 Email: jmcmonigle@longlevit.com
12 {"VIA U.S. MAIL"}

10 I declare under penalty of perjury under the laws of the United States that the above is
11 true and correct. Executed on February 7, 2008, at San Francisco, California.

12
13
14 
15 Patricia Giatis

16 DOCS55FO-12504452.2

REED SMITH LLP

A limited liability partnership formed in the State of Delaware